

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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JEREMY LEVIN and DR. LUCILLE LEVIN,

Plaintiffs,

v.

BANK OF NEW YORK, JPMORGAN CHASE, SOCIÉTÉ  
GÉNÉRALE and CITIBANK,

Defendants.  
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No. 09 Civ. 5900 (RPP)

CITIBANK, N.A.,

Third-Party Plaintiff,

v.

ISLAMIC REPUBLIC OF IRAN ET AL.,

Third-Party Defendants.  
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**ANSWER OF CIMB BANK BERHAD TO CITIBANK, N.A.'S THIRD-PARTY COMPLAINT**

Third-Party Defendant CIMB Bank Berhad ("CIMB"), by and through its undersigned attorneys, states as its Answer to and in response to the Third-Party Complaint (the "Complaint") filed by Third-Party Plaintiff Citibank, N.A., that CIMB makes no claim to and asserts no rights to or interest in any assets referenced in the Complaint and respectfully requests that the Court dismiss with prejudice the Complaint as to CIMB.

CIMB expressly reserves all rights to challenge the personal jurisdiction of this Court without assuming the burden of proof of such defenses. Without submitting to the personal jurisdiction of this Court, CIMB further responds as follows:

Nature of the Proceedings

1. Denies knowledge or information concerning the allegations set forth in Paragraph 1 of the Complaint.

2. Denies knowledge or information concerning the allegations set forth in Paragraph 2 of the Complaint.

3. Denies knowledge or information concerning the allegations set forth in Paragraph 3 of the Complaint.

4. Denies knowledge or information concerning the allegations set forth in Paragraph 4 of the Complaint.

Jurisdiction and Venue

5. States that Paragraph 5 of the Complaint states a legal conclusion to which no answer is necessary or appropriate, and otherwise denies knowledge or information concerning the remainder of the allegations set forth therein.

6. States that Paragraph 6 of the Complaint states a legal conclusion to which no answer is necessary or appropriate, and otherwise denies knowledge or information concerning the remainder of the allegations set forth therein.

Third-Party Plaintiff

7. Denies knowledge or information concerning the allegations set forth in Paragraph 7 of the Complaint.

Third-Party Defendants

8. Denies knowledge or information concerning the allegations set forth in Paragraph 8 of the Complaint.

9. Denies knowledge or information concerning the allegations set forth in Paragraph 9 of the Complaint.

10. Denies knowledge or information concerning the allegations set forth in Paragraph 10 of the Complaint.

11. Denies knowledge or information concerning the allegations set forth in Paragraph 11 of the Complaint, except states that CIMB is an entity organized and existing under the laws of Malaysia with its principal place of business in Malaysia.

12. Denies knowledge or information concerning the allegations set forth in Paragraph 12 of the Complaint.

13. Denies knowledge or information concerning the allegations set forth in Paragraph 13 of the Complaint.

14. Denies knowledge or information concerning the allegations set forth in Paragraph 14 of the Complaint.

15. Denies knowledge or information concerning the allegations set forth in Paragraph 15 of the Complaint.

16. Denies knowledge or information concerning the allegations set forth in Paragraph 16 of the Complaint.

17. Denies knowledge or information concerning the allegations set forth in Paragraph 17 of the Complaint.

18. Denies knowledge or information concerning the allegations set forth in Paragraph 18 of the Complaint.

19. Denies knowledge or information concerning the allegations set forth in Paragraph 19 of the Complaint.

20. Denies knowledge or information concerning the allegations set forth in Paragraph 20 of the Complaint.

21. Denies knowledge or information concerning the allegations set forth in Paragraph 21 of the Complaint.

22. Denies knowledge or information concerning the allegations set forth in Paragraph 22 of the Complaint.

23. Denies knowledge or information concerning the allegations set forth in Paragraph 23 of the Complaint.

24. Denies knowledge or information concerning the allegations set forth in Paragraph 24 of the Complaint.

25. Denies knowledge or information concerning the allegations set forth in Paragraph 25 of the Complaint.

26. Denies knowledge or information concerning the allegations set forth in Paragraph 26 of the Complaint.

27. Denies knowledge or information concerning the allegations set forth in Paragraph 27 of the Complaint.

28. Denies knowledge or information concerning the allegations set forth in Paragraph 28 of the Complaint.

29. Denies knowledge or information concerning the allegations set forth in Paragraph 29 of the Complaint.

30. Denies knowledge or information concerning the allegations set forth in Paragraph 30 of the Complaint.

31. Denies knowledge or information concerning the allegations set forth in Paragraph 31 of the Complaint.

32. Denies knowledge or information concerning the allegations set forth in Paragraph 32 of the Complaint.

33. Denies knowledge or information concerning the allegations set forth in Paragraph 33 of the Complaint.

34. Denies knowledge or information concerning the allegations set forth in Paragraph 34 of the Complaint.

35. Denies knowledge or information concerning the allegations set forth in Paragraph 35 of the Complaint.

36. Denies knowledge or information concerning the allegations set forth in Paragraph 36 of the Complaint.

37. Denies knowledge or information concerning the allegations set forth in Paragraph 37 of the Complaint.

38. Denies knowledge or information concerning the allegations set forth in Paragraph 38 of the Complaint.

39. Denies knowledge or information concerning the allegations set forth in Paragraph 39 of the Complaint.

The Turnover Proceeding

40. Denies knowledge or information concerning the allegations set forth in Paragraph 40 of the Complaint.

41. Denies knowledge or information concerning the allegations set forth in Paragraph 41 of the Complaint.

42. Denies knowledge or information concerning the allegations set forth in Paragraph 42 of the Complaint.

43. Denies knowledge or information concerning the allegations set forth in Paragraph 43 of the Complaint.

44. Denies knowledge or information concerning the allegations set forth in Paragraph 44 of the Complaint.

Phase One of the Turnover Proceeding

45. Denies knowledge or information concerning the allegations set forth in Paragraph 45 of the Complaint.

46. Denies knowledge or information concerning the allegations set forth in Paragraph 46 of the Complaint.

47. Denies knowledge or information concerning the allegations set forth in Paragraph 47 of the Complaint.

Phase Two of the Turnover Proceeding

48. Denies knowledge or information concerning the allegations set forth in Paragraph 48 of the Complaint.

49. Denies knowledge or information concerning the allegations set forth in Paragraph 49 of the Complaint, but states that CIMB makes no claim to and asserts no rights to or interest in any assets referenced in the Complaint.

For The Claims of Citibank in the Nature of Interpleader

First Claim of Relief

50. CIMB repeats and realleges each of its responses set forth above as if fully set forth herein.

51. States that Paragraph 51 of the Complaint states a legal conclusion to which no answer is necessary or appropriate and refers to C.P.L.R. § 5239 for a complete and accurate recitation of its terms and contents.

52. States that Paragraph 52 of the Complaint states a legal conclusion to which no answer is necessary or appropriate.

Second Claim of Relief

53. CIMB repeats and realleges each of its responses set forth above as if fully set forth herein.

54. Denies knowledge or information concerning the allegations set forth in Paragraph 54 of the Complaint, but states that CIMB makes no claim to and asserts no rights to or interest in any assets referenced in the Complaint.

55. Denies knowledge or information concerning the allegations set forth in Paragraph 55 of the Complaint.

56. States that Paragraph 56 of the Complaint states a legal conclusion to which no answer is necessary or appropriate.

Third Claim of Relief

57. CIMB repeats and realleges each of its responses set forth above as if fully set forth herein.

58. States that Paragraph 58 of the Complaint states a legal conclusion to which no answer is necessary or appropriate.

The remainder of the Complaint is a prayer for relief to which no response is required. To the extent an answer is deemed required, the prayer for relief is denied in its entirety. All other allegations of the Complaint that are not specifically admitted are denied. CIMB expressly reserves the right to amend and/or supplement this Answer.

### **AFFIRMATIVE DEFENSES**

CIMB asserts the following affirmative defenses. CIMB states the following defenses without assuming the burden of proof of such defenses or conceding that any parties to the action have any claims or rights as to CIMB. CIMB further reserves the right to assert other affirmative defenses as discovery proceeds.

#### **First Defense**

The Court does not have personal jurisdiction over CIMB.

Dated: New York, New York  
December 21, 2011

ALLEN & OVERY LLP

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